

ISSUED TO _____

DATE _____

**SEWERAGE AND WATER BOARD
OF NEW ORLEANS**

**SPECIFICATIONS FOR FURNISHING
COMMERCIAL WATER METERS AND RELATED
DEVICES**

REQ. NO. MH210019

**PROPOSALS TO BE RECEIVED
OCTOBER 28, 2021**

SEWERAGE AND WATER BOARD OF NEW ORLEANS

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SPECIFICATIONS FOR FURNISHING
Furnishing commercial water meters and related devices contract
REQ. NO. MH210019

- (1) Pursuant to Section 4 of Proclamation Number JBE 2020-30, extended by Proclamation 132 JBE 2021, pursuant to Section 3 of Act 302 of 2020, the public bid openings of the Sewerage and Water Board of New Orleans shall be conducted via teleconference. The teleconference information is as follows:

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 504-224-8698,,423908639#](#) United States, New Orleans

Phone Conference ID: 423 908 639#

Sealed proposals will be received by the Sewerage and Water Board of New Orleans, at the office of its Purchasing Agent, Room 133, 625 St. Joseph Street, New Orleans, Louisiana 70165, up to **11: 00 O' Clock A.M** on **October 28, 2021** and publicly opened immediately thereafter, for furnishing:

- **COMPOUND COLD-WATER METER**
 - FOUR(4) INCH
 - SIX (6) INCH
- **FIRE SERVICE COLD-WATER METER**
 - FOUR (4) INCH
 - SIX (6) INCH
 - EIGHT (8) INCH
 - TEN (10) INCH

in accordance with the following specifications and as listed in the Form of Proposal; any proposal received after that time will be returned "unopened".

INFORMATION FOR BIDDERS

- (2) **Renewals-** This contract will be valid for one year from the date that it is executed after approval by the Board. The Board has an option to approve or disapprove up to two renewals on annual basis.
- (3) **Disadvantaged Business Participation is at zero (0)%**
- (4) All proposals must be made upon the form embodied in these specifications, this form must not be detached from the specifications and when accepted by the Sewerage and Water Board, the same shall constitute the contract.

THE ENTIRE SPECIFICATION MUST BE PRINTED AND SENT IN AS YOUR BID.

NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE WILL BE ACCEPTED. PENCIL FIGURES OR PENCIL SIGNATURES WILL DISQUALIFY BIDDER.

INQUIRY PERIOD

An inquiry period is hereby firmly set for all interested vendors to perform a detailed review of the bid documents and to submit any written questions relative thereto. Without exception, all questions **MUST** be in writing.

Inquiries are to be directed as follows:

TO: Shelita Sells

BY: email: ssells@swbno.org

The SWBNO Shall not and cannot permit an open-ended inquiry period as this creates an unwarranted delay in the procurement cycle and operations of our departments.

The SWBNO reasonably expects and requires responsible and interested proposers to conduct their in-depth response review and submit inquiries in a timely manner.

All inquiries shall be received by **11:00 a.m. on October 21, 2021**

- (5) Permission will not be given for the withdrawal of, alteration of, or addition to any proposal after the final time set for the receipt of sealed proposals.
- (6) Proposals will not be received from any person or party in default upon any contract with the Sewerage and Water Board; and any proposal which does not fully comply with all of the provisions of the "Information for Bidders" and the "Specifications" will be considered informal and may be rejected.

- (7) No bid will be considered unless the guarantee, as set forth in the proposal is duly signed and executed by the Bidder.
- (8) Each bidder shall state in the form of proposal, in the space provided for that purpose, what cash discount, if any, will be allowed for payment within thirty (30) days after complete delivery and acceptance of the meters called for herein. In Proposals containing multi-item bids, the cash discount shall be the same for all items or no discount will be considered.
- (9) Delivery shall be made to Carrollton Purification Plant Meter Shop, 8800 South Claiborne Ave., New Orleans, Louisiana 70118.

Delivery shall be by means of FLAT BED TRUCKS and shall be made prior to noon on a normal working day. Forty-eight (48) hours prior to noon on a normal working day. Forty-eight (48) notification prior to delivery.

- (10) Price bid in the proposal must be written in full in words and also, in figures; if there is a difference between the words and figures in any price bid, the price written in words will be considered to be the true bid.

NOTE: ERASURES OR OTHER CHANGES IN THE BID PRICE MUST BE INITIALED BY THE BIDDER.

- (2) Firm proposals are desired and no proposal containing an escalator clause will be considered UNLESS THE LIMIT OF ESCALATION IS CLEARLY DEFINED. The Board reserves the right to add the maximum price increase to proposals providing escalation, for comparison of proposals only.

NOTE: Proposals offering, price in effect at time of shipment will be considered informal and may be rejected.

- (11) The price bid for water meters shall be F.O.B., Carrollton Water Purification Plant, Meter Shop, 8800 South Claiborne Ave., New Orleans, Louisiana 70118.
- (12) Acceptance or rejection of proposals cannot be granted prior to a meeting of the Board, scheduled for the second Wednesday of the calendar month immediately following receipt of bids.

Bidder's proposal shall remain in effect for this period up to a MAXIMUM OF 45 CALENDAR DAYS. Proposals, WHICH REMAIN IN EFFECT FOR A LESSER TIME, SHALL BE CONSIDERED INFORMAL AND MAY BE REJECTED.

Note: S&WB staff will determine the ability of the lowest bidder to design and build the equipment and the machinery specified herein. Factors determining selection will include, but not be limited to reliability, workmanship, and design. Should the lowest bidder be found

"non-responsive", then an informal hearing will be held to provide the lowest bidder the opportunity to refute the reasons for the disqualification.

- (13) **As of September 1, 1991, the** Sewerage and Water Board is exempt from all Local, State sales and usage taxes. The Board will not reimburse any vendor for any Local, State or Usage Taxes paid.
- (14) If two or more proposals are received, equal in amount and lower than any other proposal the Board reserves the right to evaluate these proposals and to decide which proposal will be accepted. Preference will be given to home Vendors, all conditions being equal.
- (15) In the event a manufacturer or their representative should submit a Bid that does not conform to the Specifications, they shall state in a signed letter attached to the Proposal, a detailed statement outlining specifically where their product(s) deviates from the Specifications. Printed matter may not be substituted for the above. Absence of such a letter shall be construed that the product (s) bid does meet the specifications.
- (16) The Sewerage and Water Board reserves the right to reject all proposals and may exercise that right if doing so should appear to be in the best interest of the Board. The board may waive informalities in the lowest proposal and accept this proposal if this should appear to be in the best interest of the Board.
- (17) In accordance with R.S. 38:2212(H), the Sewerage and Water Board recommended awards based on bid results will be released via email notification to all respondents either no sooner than fourteen (14) days following the bid opening or after the recommendation of award by SWBNO or the design professional, whichever occurs first. Bidders may also telephone the Purchasing Department of the Sewerage and Water Board in order to determine the bid results. Objection by a bidder to any recommended award must be made in writing to the Purchasing Agent or Assistant Purchasing within 72 hours (excluding Saturdays, Sundays, and Holidays) after that recommended bid award notification.

(18) **ACT 318 OF 1958**

Under the terms of Act 318 of 1958, of the Regular Session of the Legislature of the State of Louisiana, all things being equal, preference must be given to either (1) firms doing business in the State of Louisiana or (2) to products produced, grown or manufactured in the State. Before any bill for supplies shall be paid to any non-resident firm, a statement in writing shall be submitted by the seller to the effect that their firm has paid all taxes duly assessed by the State of Louisiana and its political subdivisions including franchise taxes, privilege taxes, sales taxed and all other taxes for which it is liable to the State and its political subdivisions.

- (19) Sewerage and Water Board recommended awards, based on bid results, will be posted on a bulletin board located outside the Office of the Sewerage and Water Board Purchasing Department within 72 hours (excluding Saturdays, Sundays, and Holidays) after the bid opening. Bidders may also telephone the Purchasing Department of the Sewerage and

Water Board in order to determine the bid results. Objection by a bidder to any recommended award must be made in writing to the Purchasing Agent or Assistant Purchasing Agent within 72 hours (excluding Saturdays, Sundays, and Holidays) after that recommended bid award has been posted on a bulletin board located outside of the Office of the Purchasing Department of the Sewerage and Water Board, or as otherwise provided in the public bid specifications.

(20) JURISDICTION & CHOICE OF LAWS

The law of the State of Louisiana shall govern this contract. Exclusive venue for any lawsuits or disputes arising from or related to this solicitation or an agreement negotiated pursuant thereto shall be in the Civil District Court for the Parish of Orleans. This agreement shall be construed and enforced in accordance with the laws of the State of Louisiana, excepting its conflict of law provisions.

(21) RIGHT TO AUDIT

The vendor will submit to any SWBNO audit, inspection, and review and, at the SWBNO's request, will make available all documents relating or pertaining to this Contract maintained by or under the control of the Vendor, its employees, agents, assigns, successors and subcontractors, during normal business hours at the Vendor's office or place of business in Louisiana.

If no such location is available, the Vendor will make the documents available at a time and location that is convenient for the SWBNO.

Administrative and financial records shall be made and kept by the vendor in accordance with generally accepted accounting principles and practices. Records shall include, but are not limited to, accounting records, daily reports, change order requests, correspondences and subcontract files (hard copies as well as computer readable data, if it can be made available). Records must be retained and made available upon request for a minimum for five (5) years following completion or formal acceptance of the contracted project.

The Vendor will abide by all provisions of City Code § 2-1120, including but not limited to City Code § 2-1120(12), which requires the Vendor to provide the Office of Inspector General with documents and information as requested.

Failure to comply with such requests shall constitute a material breach of the Contract. The Vendor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena

(22) INDEPENDENT CONTRACTOR STATUS

The Vendor is an independent contractor and will not be deemed an employee, servant, agent, partner, or joint venture of the Board and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the Board.

(23) NON-DISCRIMINATION

In the performance of this Agreement, the Vendor will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex (gender), sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS – or HIV status against (1) any employee of the Board working with the Vendor in any of Vendor's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services or membership in all business, social, or other establishments or organizations operated by the Vendor. The Vendor agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VII of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

(24) NON-DISCRIMINATION IN EMPLOYMENT

In all hiring or employment made possible by, or resulting from this Agreement, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, affirmative action will be taken to ensure the Vendor's employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, orientation, creed, culture, or ancestry. The Vendor will require all sub-contractors to comply with the requirements of this article.

(25) NON-COLLUSION STATEMENT

The Vendor confirms that this Agreement is entered into with the Board without any connection with any person or persons making a proposal for the same services, and that it is in all respects fair and without collusion or fraud; also that no member of the Board or public official of the City, who are by law are excluded from participation herein, is directly or indirectly interested herein or in furnishing the services to which it relates or in any portion of the profits thereof.

(26) NON-SOLICITATION STATEMENT

The Vendor has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The Vendor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

(27) CONVICTED FELON STATEMENT

The Vendor confirms that no principal, member, or officer of the Vendor has, within the preceding 5 years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

(28) INSURANCE

The Vendor shall maintain at their own expense and in good standing, such insurance as will protect himself, the Sewerage and Water Board of New Orleans (the Board) the City of New Orleans (the City), their officers, officials, employees, boards, commissions, and volunteers, as well as any sub-contractors, including any sub-contractor performing shipping and delivery as a part of this transaction, from and against any and all claims for damages to public or private property or personal injury, including death, to employees or the public, which may arise from any operations under this contract or any of its subcontracts. The coverage shall contain **no** special limitations on the scope of protection afforded to the Board or the City.

Both the Board and the City shall appear as “Additional Insured” on all Commercial General Liability and Business Automobile Insurance. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Board or the City, their officers, officials, employees, boards and commissions, and volunteers. The vendor insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

The Vendor, any subcontractor, and their insurers shall agree to waive all rights of subrogation against the Board, the City and their officers, officials, employees, boards and commissions, and volunteers for losses arising from work performed by the vendor for the Board and the City. Each insurance policy required by this contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party or reduced in coverage or limits except after thirty (30) days’ prior written notice by certified mail, return receipt requested has been given to the Risk Manager of the Sewerage and Water Board of New Orleans.

In general insurance is to be placed with insurers with an A.M. Best rating of A-: V, although this requirement may be reviewed and modified by the Risk Manager of the Sewerage and Water Board of New Orleans in the best interest of the Board. The Risk Manager may also consider performing such review upon the request from the vendor. The vendor shall furnish the Board with certificates of insurance affecting coverage required by this contract.

The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates of insurance are to be received and approved by the Risk Manager of the Sewerage and Water Board of New Orleans before work commences. The Sewerage and Water Board of New Orleans reserves the right to require complete, certified copies of all required insurance policies at any time.

The following are the types of insurance policies and the minimum limits of insurances coverage, which shall be maintained by the Vendor during the entire term of this Contract:

- a) WORKER’S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**, as will protect him from claims under Worker’s Compensation

Laws. The Workers Compensation section of policy shall afford Statutory Limits and be in accordance with all Louisiana Workers' Compensation Statutes.

The Employer's Liability limit shall not be less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee/policy limit for bodily injury by disease. Whenever any vessel or floating equipment is involved, the insurance shall afford coverage under the Federal Longshoremen's and Harbor Workers Act, and shall also include protection for injuries and/or death to Masters and Members of the crews of vessels with statutory limits in accordance with the Jones Act.

- b) **COMMERCIAL GENERAL LIABILITY INSURANCE**, with a limit of not less than \$ 1,000,000 each occurrence and \$2,000,000 general aggregate including Explosion, Collapse and Underground Property Damage Hazards The Products-Completed Operations aggregate limit shall not be less than \$1,000,000 each occurrence. The general aggregate limit shall apply separately to this project.
- c) **BUSINESS AUTOMOBILE INSURANCE**, which shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The limit of liability shall not be less than \$1,000,000 each accident for all injuries, property damage, and/or death resulting from any occurrence.

In addition, the Vendor shall be required to furnish the Risk Manager of the Sewerage and Water Board of New Orleans all copies of investigative reports with regard to any and all claims filed with the Vendor and their insurance carriers relative to the contract. With the exception of claims filed against his Workers' Compensation Insurance. Such reports shall include date, location and description of loss as well as amount of settlement or judgments in order that annual aggregate limits may be monitored by the Sewerage and Water Board of New Orleans for the Vendor's compliance with these specifications.

The furnishing of insurance as provided above shall not relieve the Vendor of their responsibility for losses not covered by insurance. Prior to the signing of the contract, evidence of all applicable insurance satisfactory to the Board shall be filed with the Risk Manager of the Sewerage and Water Board. All policies shall be in insurance companies authorized to do business in Louisiana and shall remain in full force and effect until the final completion of the work and acceptance thereof by the authority of the Board.

The Vendor and/or their insurer shall notify the Risk Manager or the Sewerage and Water Board of New Orleans at least thirty (30) days in advance of any insurance coverage to be cancelled or of any insurance coverage that will expire. The Vendor shall simultaneously furnish the Board evidence of new coverage to be effective the same day and hour of the expired or canceled coverage. In event the Vendor fails to submit this evidence of new coverage five (5) days prior to cancellation date or expiration date of any policy or policies, the Sewerage and Water Board will obtain the required coverage to become effective on the date of cancellation or expiration of said policies. The cost of such new coverage shall be at the expense of the Vendor and any expenditure incurred by the Board for this coverage will be deducted from any

balance due to the Vendor. Should the Board be able to secure new coverage to take the place of the expired or canceled policy or policies, a “stop work” order, will be issued and all work on the contract shall cease on the same date and hour as the coverage ceases.

Should the Vendor fail or refuse to secure coverage with five (5) days after the date of the “stop work” order, then in such case the Vendor shall be declared to be in default, and the contract between the parties shall be considered canceled and of no force or effect between the parties reserving all rights of the Board against the Vendor and their surety.

If this transaction requires the Vendor or any sub-contractor’s employees to enter Sewerage and Water Board facilities or job sites, a senior employee of the vendor will review the Sewerage and Water Board Safety Orientation Notice, and will explain this notice to every employee who will enter Board Facilities. This notice is included as a part of the specifications for this contract.

If this transaction involves the handling or delivery of hazardous materials, the vendor shall ensure that he or any deliverer is at all times in compliance with the Occupational Safety and Health Act (OSHA) and Environmental Protection Agency (EPA) Standards that are most applicable to management of the potentially damaging substance. The Vendor shall also ensure that the manufacturer maintains product liability insurance for any commodity involved in this transaction, which, if defective, could cause bodily injury and property damage. The Vendor, any and all subcontractors, and all insurers shall agree to waive all rights of subrogation in favor of the Sewerage and Water Board of New Orleans as a condition of the required insurance.

28-01 INDEMNIFICATION

To the fullest extent permitted by law, the Vendor shall indemnify, hold forever harmless, and defend the Board, its officers, agents, employees representatives and insurers from any and all claims, demands, suits, money judgments, costs and expenses arising out of any accident, injury or damage to loss of property, life or personal injury during the performance of this contract, growing out of resulting from or by reason of any act or omission by the Vendor, their agents or employees.

The Vendor shall further indemnify and hold the Board harmless from any and all claims and liens for labor, services or material furnished to the Vendor in connection with the performance of this contract.

Limitations by statute as to workers’ compensation or any other benefits payable by or on behalf of the Vendor to any injured party shall not limit the Vendor’s indemnification of the Board under this agreement.

28-02 WORKER’S COMPENSATION

Vendor herein expressly agrees and acknowledges that it is an “independent contractor” as defined in LSA-R.S. 23:1021 (6). That its’ employees shall not be considered employees of the Board for workers compensation coverage and that the

Board shall not be liable to the Vendor or its employees for any workers compensation benefits or coverage.

28-03 EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE

Vendor herein expressly agrees and acknowledges that it is an “independent contractor” as defined in LSA-R.S. 23:1472(12) (E), that neither the vendor nor any one employed by the vendor shall be considered an employee or the Board for the purpose of unemployment compensation coverage.

(29) SAFETY ORIENTATION NOTICE

29-01 WELCOME

We welcome you to the S & WB and request your assistance in maintaining our Safety Standards. For the safety of yourself and everyone working at the S & WB, you are asked to observe the following safety precautions. When this notice has been read thoroughly, a senior representative of your company is required to distribute this information to all employees who will be affected. You may call the Risk Management Office at (504) 585-2252, or the Safety Unit at (504) 585-2253 if you have any questions.

29-02 BASIC

1. Smoking will be allowed in designated safe areas only.
2. Horseplay, practical joking and fighting are positively prohibited.
3. The use or possession of illegal drugs or intoxicating beverages is strictly prohibited on all S & WB property.
4. Housekeeping is a must. We will keep our area safe and free from litter and expect you to do the same.
5. Handrails should always be used when going up and down ladders or stairs.
6. When working in confined spaces, the vendor must be in full compliance with Occupational Safety and Health Administration (OSHA) Standard #29CFR 1910.146 at all times.
Atmospheric conditions such as adequate ventilation, presence of oxygen and absence of explosive gases will be assured before working in voids, tanks, or other enclosed spaces.
7. Radios must be turned off.

29-03 EMERGENCY

The S & WB's Emergency Response Plan is a document, which provides specific notification instructions to be followed in case of hazardous materials spills. The Board's Environmental Affairs office phone number is (504) 942-3856, normal business hours 7:30 a.m.– 4:00 p.m. The Board's 24-hour emergency line is (504) 529-2837, press option #1 (625 St Joseph Street) and (504) 865-0575 (Central Control Dispatcher, Carrollton Plant).

Since Board contracts are performed under various circumstances at various locations, prior to beginning any work, the vendor should consult with the Board employee who is responsible for monitoring the contract in order to establish the most effective procedures for handling emergencies. The Risk Manager and the Safety Unit are available for advice in these matters at the above phone numbers.

29-04 TRANSPORTATION

Warning signals and lights shall be used as follows:

1. Rotating beacons shall be used if your vehicle is so equipped.
2. Taillights/emergency flashers shall be used.
3. Orange reflector type safety cones shall be placed to give other motorist warning.
4. If vehicle is moving, backing, or parking proper traffic control shall be exercised.

29-05 PROTECTIVE CLOTHING AND EQUIPMENT

All personnel who are exposed to eye hazards will wear safety glasses. Hard hats will be worn at all times while an employee is in the immediate vicinity of overhead hazards or while operating heavy equipment without a Rollover Protection Device.

Protective clothing and equipment such as rubber aprons and gloves, eye and face protection, approved respirators or dust masks will be worn when handling all harmful chemicals.

29-06 REPORTING

Defective equipment, machinery, hazardous conditions, or unsafe work practices or conditions shall be reported immediately to your Supervisor/Forman who will then contact proper S & WB personnel for corrections.

All injuries will be reported to the Risk Manager, (504) 585-2252 or to The Safety Unit, (504) 585-2253, regardless of how minor an injury may seem.

S&WB employees may hold safety meetings to discuss and promote safe work conditions and accident prevention. You may as be asked to attend.

29-07 WORKSMART

Stay alert at all times; know what is going on around you. Know the safe operating procedures concerned with your assigned duties. When your duties may influence the Safety of Board Employees, notify the employees and their supervisors first.

Vendor/Contractors shall at all times demonstrate strict compliance with Federal, State and Local regulations regarding safety, including but not limited to all relevant Department of Environmental Quality (DEQ), Department of Transportation (DOT), Environmental Protection Agency (EPA), and Occupational Safety and Health Act (OSHA) regulations.

The Vendor/Contractor will at the request of the Risk Manager and Senior Safety Engineer remove any of their employees found to be creating or contributing to unsafe conditions.

The following items are not allowed on any Sewerage and Water Board Facility or jobsite:

- Firearms and Ammunition
- Alcohol and Illegal Drugs

(30) DRUG - FREE WORK PLACE POLICY CONTRACTOR REQUIREMENTS

30-01 STATEMENT OF POLICY

It is the policy of the Sewerage and Water Board of New Orleans that all work places associated with its operation, maintenance, improvements, and expansion be kept drug free. In order to insure this, the Sewerage and Water Board has approved the following drug testing policy to be implemented on this contract.

30-02 NOTICE

The vendor/contractor shall notify all personnel to be employed on this contract that they must submit to drug testing upon the occurrence of any accident, injury, or unsafe and hazardous incident, which involves them. Agreement to submit to such drug testing shall be required for the employment of all personnel under this contract.

30-03 PENALTIES

Any employee who refuses to agree to testing under this policy or who refuses to be drug tested after the occurrence of any accident, injury or unsafe and hazardous incident which involves them, or who fails to report any such accident, injury or incident within twenty-four (24) hours of its occurrence, shall be in violation of Section 23-01 and 23-02 of the Sewerage and Water Board of New Orleans Drug Free Work Place Policy as outlined in Section. Any personnel found to have a positive test result after their conformational testing shall be in violation of Section 23-01 and 23-02 of the Sewerage and Water Board of New Orleans Drug Place Policy and shall be removed by the vendor from work under this contract and any other current Board contracts.

30-04 TESTING PROCEDURE

The vendor shall while performing this contract, require any of its employees who are involved in an accident, injury or unsafe and hazardous incident while in the course and scope of their employment, whether vehicular or non-vehicular in nature, to be tested for blood alcohol or drug levels through a laboratory approved by the National Institute for Drug Abuse. Said employee shall provide a testing sample as soon as possible after such accident, injury or incident, but no longer than twenty-four (24) hours from the time of the occurrence. The vendor shall provide copies of the results of the initial testing on the samples involved to the Risk Manager of the Sewerage and Water Board of New Orleans as soon as such results are known. If the initial testing reveals a positive result, the vendor shall forward the remainder of the original testing sample to a second, conformational testing. The Sewerage and Water Board of New Orleans shall consider any result to be positive if it indicates any level which exceeds the levels set forth as follows:

30-05 INITIAL TEST

If the initial drug test is negative, there shall be no confirmation test. The initial testing shall use as immunoassay which meets the requirements of the food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine usage of these drugs or classes of drugs:

Initial Test Level (ng/ml)

Marijuana metabolite	50
Cocaine metabolites	300
Morphine/codeine	300
Phencyclidine	25
Amphetamines/Methamphetamines	1000
Alcohol/ethanol	.05 gram %/ml

1. These test levels are subject to change by the Office of Worker's Compensation, as advances in technology or other considerations may permit identification and quantification of these substances at lower concentrations.
2. The laboratory will use scientifically accepted initial cutoff levels when screening specimens for other drugs in 21 U.S.C. 812, Schedules I, II, III, IV and V.
3. Some specimens may be subjected to initial testing by methods other than immunoassays, where the latter are unavailable for the detection of specific drugs of special concern. These methods are thin layer, high pressure liquid, and/or gas chromatography. Alternate initial test methods and testing levels shall be submitted for written approval to the director of the office of Workers' Compensation, or his designee.

30-06 CONFIRMATORY TEST

All specimens identified as positive on the initial test shall be confirmed using gas chromatography for alcohol (ethanol) and gas chromatography/mass spectrometry (GC/MS) techniques for drugs in 21 U.S.C. 812, Schedules I, II, III, IV and V at the cutoff values:

Confirmatory Test Level (ng/ml)

Marijuana metabolites*	10
Cocaine metabolites**	150
Morphine, Codeine	150
Phencyclidine	25
Amphetamines	300

- * **Delta-9-Tetrahydrocannabinol –9-Carboxylic Acid**
- * **Benzoylecgonine**

The vendor shall choose the laboratory to be used for drug testing, and shall identify such laboratory to the Risk Manager of the Sewerage and Water Board prior to receiving approval to start work. All laboratories shall be approved by the National Institute for Drug Abuse. The vendor shall notify the Board's Risk Manager immediately of the results of any conformational testing.

The vendor's Senior Project Superintendent working in consultation and conjunction with the Board's Risk Manager and the Board's Engineer, shall determine whether an accident, injury or unsafe or hazardous incident occurred. The Safety Department of the Sewerage and Water Board reserves the right to investigate any such matter and make a complete report to the Executive Director of the Sewerage and Water Board whose decision shall be final.

The Sewerage and Water Board shall not be liable for any cause of action of any employee of the vendor brought against the vendor as a result of this policy.

The Sewerage and Water Board shall not be liable for the vendor's failure to stipulate adherence to the terms and conditions of this drug testing policy as a condition of employment of any employee on this contract. The Board shall not release the vendor from their responsibilities under the policy unless failure to adhere to the conditions of this policy shall be a direct result of any action taken by the Board.

These requirements shall be acknowledged by signature of the vendor's authorized representative in the space provided in the "Form of Proposal."

(31) **DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

**ARTICLE IV.
DISADVANTAGED BUSINESS ENTERPRISE (“DBE”) PROGRAM**

It is the policy of the Board to encourage all vendors/contractors to identify and use S&WB certified DBE vendors to the fullest extent possible, even when a definitive DBE participation goal has not been established by the Board for a specific contract.

Vendor agrees to use its best efforts to carry out this policy by utilizing the current listings of approved DBE vendors available at the Board’s website at www.swbno.org, or link to https://www.swbno.org/business_disadvantagedbusinessprogram.asp

TECHNICAL SPECIFICATIONS

(32) SPECIFICATIONS

32-01 The scope of work to be performed under these specifications is to furnish and deliver compound and fire service cold-water meters to the SWBNO Meter Shop located at the Carrollton Water Treatment Plant, 8800 S Claiborne Ave, New Orleans, La 70118 as described herein.

32-02 Compound cold-water meters shall be constructed in accordance with AWWA C702 "Cold-Water Meters-Compound Type", latest edition and are NSF-61 certified. The assembly flanges shall be round type, faced and drilled.

32-03 Compound meters shall consist of two measuring chambers. The low flow shall be measured through a positive displacement chamber, and high flows measured through a turbine chamber.

32-04 The meter register shall be housed in a tamper resistant, thermoplastic covering with a glass lens and be permanently sealed. It must be removable from the meter housing without disturbing the internal measuring elements. The register shall have a six (6) digit display with a leak indicator dial recording flow rates using a magnetically driven, center sweep hand measuring in US gallons per minute (GPM).

32-05 The size and number of compound cold-water meters to be furnished are as follows:

Meter size (in)	Quantity	Lay Length (in)
Four (4)	40	20
Six (6)	25	24

32-06 Fire service cold-water meters shall be constructed in accordance with AWWA C703 latest edition and are NSF-61 certified. The meter assembly shall comprise a strainer, a turbine meter, a check valve, and a bypass line. The meter shall be capable of measuring low and high-volume usage in a unidirectional flow.

32-07 The main-line casing shall be of epoxy-coated steel or ductile iron. The housing for the bypass meter shall be cast bronze.

32-08 The open area of the strainer shall be at least six times the nominal pipe size and shall have a screen of stainless steel. A drain plug or flushing port shall be included to allow for cleaning of the screen.

32-09 The turbine meter and bypass meter shall have a magnetically driven meter register housed in a tamper resistant, thermoplastic covering with a glass lens and be permanently sealed. It must be removable from the meter housing without disturbing the internal measuring elements. The register shall have a six (6) digit display with a leak indicator dial recording flow rates using a magnetically driven, center sweep hand measuring in US gallons per minute (GPM).

32-10 The size and number of fire service cold-water meters to be furnished are as follows:

Meter size (in)	Quantity	Lay Length (in)
Four (4)	2	33
Six (6)	2	45
Eight (8)	2	53
Ten (10)	1	68

32-11 AWARD OF CONTRACT

The Sewerage and Water Board of New Orleans specifically reserves the right to evaluate bids and award items separately, grouped or on an all or none basis, and to accept the bid which is in the best interest of the Sewerage and Water Board of New Orleans, and to reject all proposals if that is in the best interest of Sewerage and Water Board of New Orleans.

In cases when the lowest bidder cannot supply the “Compound Cold-Water Meters” and “Fire Service Cold-Water Meters” in a timely manner or in emergency cases when immediate delivery is needed, the Board reserves the right to purchase from the second lowest bidder at their price quoted in this proposal, without the need of obtaining any further pricing.

32-12 CONTRACT PERIOD

The original contract period shall be one (1) year from Notice to Proceed.

32-13 RENEWAL OPTION

The unit prices bid and contracted shall cover the requirements of the Sewerage and Water Board of New Orleans for a period of one (1) year with an additional two (2) one (1) year renewal options not to exceed a total of three (3) if exercised by the Board. The renewal options would be in one (1) year increments with all terms, conditions and prices of the original specifications remaining unchanged during the renewal terms.

32-14 Any contract between the Sewerage and Water Board of New Orleans and a person or entity entered into as a result of fraud, bribery, corruption, or other criminal acts, for which a final conviction has been obtained, shall be absolutely null and shall be void and unenforceable as contrary to public policy. Any person whose conviction

causes the nullity of the contract as provided shall be responsible for payment of all cost, attorneys' fees, and damages incurred in the rebidding of the contract.

32-15 SHIPPING DELIVERY REQUIREMENTS

- A. Number and type of meters shall be pre-ordered by the Carrollton Purification Plant Meter Shop. The Sewerage and Water Board does not intend to have 100% of the proposal delivered at any one time.
- B. Delivery shall be made to Carrollton Purification Plant Meter Shop, 8800 South Claiborne Ave., New Orleans, Louisiana 70118.
- C. Deliveries must be made prior to noon on normal working days.
- D. Forty-eight hours advance notice of shipment must be made to the Carrollton Purification Plant Meter Shop. Call (504) 865-0526 to arrange for Board personnel to accept any shipment.
- E. Documentation shall be submitted with each shipment identifying the size and quantity of meters delivered.
- F. Risk of loss due to damage of any kind shall remain with the vendor until the water meters are received and accepted for delivery.
- G. In case of failure on the part of the Vendor to make deliveries as required by the Board, and failure on his part to prove delivery to the carrier of the amounts so required and if such failure of delivery on the part of the Vendor shall result in endangering the proper operation of its facilities, then the Sewerage and Water Board shall have the right to place the Vendor in default and if necessary to purchase its commodity requirements in the open market, and any difference in the cost to the Sewerage and Water Board of the materials so purchased, over and above, the price bid by the Vendor shall be charged to the Vendor, and the Sewerage and Water Board will retain the same from any monies due or to become due the Vendor. Vendors placed in default shall be precluded from bidding on any future requirements of the Sewerage and Water Board. It is understood, however, that the requirements of his paragraph shall not be enforced if it can be shown that failure of delivery was caused by strikes in the Vendor's plant or other causes beyond the control of the Vendor.

32-16 Possible Change of Inventory. As a part of S&WB's main responsibility is to provide quality service with respect to its customers. The Board has to meet local, state and federal compliance standards set in addition to minimize any type of outages. This requirement shall place the Board in an obligatory condition, The Board shall require that its vendors to bear some of such responsibility. The outcome is a mutually agreeable commitment with its vendors in order to meet

such condition as this shall apply to furnishing positive displacement type cold water meters as follow:

During the course of the contract in an event of any change on the product type or specifications within a reasonable amount of time the vendor shall meet the following conditions. A written notification signed and dated by both parties (Meter Shop supervisor representing the Board or a higher-ranking staff as well as a member of the management representing the vendor):

- a. Any order which is placed before any formal change for shipment must be returned and re-stocked by the vendor in its proper facility, this include any order in transit.
- b. Any order which is shipped to Board is eligible for return /refund or exchange if and only meets the new specification, as the S&WB will provide the request in writing.
- c. The vendor is expected to supply the Board within 60 days¹ from the time the written request is sent out to the vendor, with specifics on the type, size, model, quantity, etc. If the vendor is unable to meet this request, the Board has the right to seek another source (outside of the contract) in order to avoid any interruption of its services. This manner of procurement may be continued unlit the termination of the contract date or during the Furthermore, if this condition remains unchanged this manner of procurement shall apply during the contract renewal term.
- d. If the price for any item exceeds more than 10% of the price of vendor, the Board has the liberty of buying from the source with lesser price (outside of the contract) until further notice.

1- Any changes to this time limit must be approved by the Board by means of written statement and signature of representatives (The Board and the vendor).

(33) VOLUNTARY EXTENSIONS OF THE AWARD

If this bid is determined to be the lowest responsive and responsible bid, Bidder agrees to bid extensions of the award date by up to two (2) thirty-day periods in accordance with the provisions of Louisiana Revised State, Title 38, Section 2215.

AGREED:

NAME OF BIDDER
(TYPE OR PRINT)

SIGNATURE OF BIDDER

COMPANY NAME

(34) PROPOSAL

34-01 MADE BY _____

ADDRESS _____

CITY AND STATE _____

DATE _____

_____ do hereby declare that _____ the only person (_____) interested in this proposal and that no other person than the one _____ herein named has any interest herein or in the contract proposed to be taken; that it is made without any connection with any person or persons making proposal for the same material, and that it is in all respects fair and without collusion or fraud; also that no member of the Sewerage and Water Board or of the City Council of the City of New Orleans or any officer or employee of the City of New Orleans of the several Boards thereof, who are by law excluded from participation herein, are directly or indirectly interested herein or in furnishing the material to which it relates or in furnishing bond or in any portion of the profits hereof. And _____ do further declare that _____ have carefully examined the above "Information for Bidder" and Specifications and do hereby agree, should our proposal be accepted, to furnish and deliver such Meters in accordance with and under the conditions of the foregoing specifications and agree that the quantities are approximate for the comparison of proposals only and that the Sewerage and Water Board reserves the right to purchase only such quantities of Meters as it may decide upon for the time of the contract.

ITEM NO. 1

Forty (40) units Four (4) Inch Compound Cold-Water Meters. Delivered to the Meter Shop at the Carrollton Water Purification Plant, F.O.B. destination.

FOR THE UNIT PRICE OF _____

DOLLARS (\$ _____) EACH

TOTAL FOR FORTY (40) UNITS \$ _____

MAKE: _____

MODEL: _____

ITEM NO. 2

Twenty-Five (25) units Six (6) Inch Compound Cold-Water Meters. Delivered to the Meter Shop at the Carrollton Water Purification Plant, F.O.B. Destination.

FOR THE UNIT PRICE OF _____

DOLLARS (\$ _____) EACH

TOTAL FOR TWENTY-FIVE (25) UNITS\$_____

MAKE: _____

MODEL: _____

ITEM NO. 3

Two (2) units Four (4) Inch Fire Service Cold-Water Meters. Delivered to the Meter Shop at the Carrollton Water Purification Plant, F.O.B. destination.

FOR THE UNIT PRICE OF _____

DOLLARS (\$_____) EACH

TOTAL FOR TWO (2) UNITS\$_____

MAKE: _____

MODEL: _____

ITEM NO. 4

Two (2) units Six (6) Inch Fire Service Cold-Water Meters. Delivered to the Meter Shop at the Carrollton Water Purification Plant, F.O.B. destination.

FOR THE UNIT PRICE OF _____

DOLLARS (\$_____) EACH

TOTAL FOR TWO (2) UNITS \$_____

MAKE: _____

MODEL: _____

ITEM NO. 5

Two (2) units Eight (8) Inch Fire Service Cold-Water Meters. Delivered to the Meter Shop at the Carrollton Water Purification Plant, F.O.B. destination.

FOR THE UNIT PRICE OF _____

DOLLARS (\$_____) EACH

TOTAL FOR TWO (2) UNITS \$_____

MAKE: _____

MODEL: _____

ITEM NO. 6

One (1) units Ten (10) Inch Fire Service Cold-Water Meters. Delivered to the Meter Shop at the Carrollton Water Purification Plant, F.O.B. destination.

FOR THE UNIT PRICE OF _____

DOLLARS (\$_____) EACH

TOTAL FOR ONE (1) UNIT \$_____

MAKE: _____

MODEL: _____

TOTAL LUMP SUM FOR COMPARISON OF PROPOSALS: \$_____

34-02 We _____ (have/have not) taken exception to these Specifications.

34-03 In the event of possible price escalation, we certify that the final delivery price will not exceed _____ Dollars.

34-04 The bid prices given herein are subject to verification by the Sewerage and Water Board of New Orleans. In case of discrepancy between the unit price bids and the total shown by the bidder, the unit prices will be considered to be the true bid.

34-05 I _____ hereby guarantee all meters furnished under this contract against defects of material and workmanship for a period of one (1) calendar year after date of delivery and hereby agree to furnish any repair parts required to make good said guarantee free of cost F.O.B. New Orleans. It is further guaranteed that if sealed gear train and register assembly are provided that they will work satisfactorily for a period of not less than twenty-five (25) years and, if not, will be replaced at no cost to the Sewerage and Water Board of New Orleans.

34-06 Terms _____ will allow a cash discount of _____% for payment within thirty days (30) after the delivery and acceptance of the meters called for.

34-07 Name and Address of Manufacturer:

Name: _____

Address: _____

City/State/Zip: _____

Point of Shipment: _____

TIME OF DELIVERY

_____ will make delivery

complete within _____ calendar

days after receipt of contract order.

(35) SIGNATURE OF BIDDER

_____ have carefully examined the foregoing specifications and do hereby agree, should our proposal be accepted, to furnish all labor materials and equipment as specified, and in the manner as set forth herein.

_____ hereby certify that _____ have received, read, and understand the attached S&WB Safety Orientation Notice and the Drug Free Policy and will comply with all provisions thereof, and will deliver the materials and/or services as specified herein at the quoted price and delivery time.

(SIGNATURE)

(PLEASE PRINT FULL NAME)

(TITLE)

ADDRESS: _____

CITY AND STATE & ZIP NO. _____

TELEPHONE: _____

(NORMAL)

(WEEKENDS – HOLIDAYS)

REMARKS: _____

(SEAL)

(36) ADDENDA

THE ABOVE ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:

NO. _____ DATED _____

NO. _____ DATED _____

NO. _____ DATED _____